



**CITY MANAGER'S OFFICE**  
**CITY OF NEWARK**

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220 South Main Street · Newark, Delaware 19711  
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VENDOR: \_\_\_\_\_

RFP NO. 21-04

ADMINISTRATION OF OFF-DUTY POLICE DETAILS  
FOR NEWARK POLICE DEPARTMENT

CITY OF NEWARK  
Delaware

RFP – 21-04

ADMINISTRATION OF OFF-DUTY POLICE DETAILS  
FOR NEWARK POLICE DEPARTMENT

NOTICE

The City of Newark will accept sealed proposals for RFP 21-04 (Administration of Off-Duty Police Details for Newark Police Department) until 2:00 p.m., prevailing time, on August 3, 2021.

A PDF copy of proposal responses to RFP 21-04 will be received by the City Purchasing Division at [contracts@newark.de.us](mailto:contracts@newark.de.us) until the timeline noted above. Alternatively, six (6) sealed proposal copies can be mailed to the Purchasing Division (220 South Main Street; Newark, DE 19711) by the deadline. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly.

Regardless of the proposal submission option, one sealed envelope containing basis for fees documents (as outlined in the "BASIS FOR FEES SUBMISSION" section on pages 10 and 11 of RFP 21-04) shall be submitted by mail by the above deadline.

All questions/requests for information regarding this RFP must be submitted via email to [contracts@newark.de.us](mailto:contracts@newark.de.us) by 5:00 p.m. on Friday, July 16, 2021 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

Copies of this request may be obtained from the City's website at [www.newarkde.gov/bids](http://www.newarkde.gov/bids).

**PLEASE NOTE: A Pre-Proposal Conference will be held on Monday, July 26, 2021 at 10:00 a.m. at the Newark Police Department (220 S. Main Street; Newark, DE 19711) for clarification of any questions on the specifications.**

CITY OF NEWARK  
Delaware

RFP – 21-04

ADMINISTRATION OF OFF-DUTY POLICE DETAILS  
FOR NEWARK POLICE DEPARTMENT

**A. PURPOSE & OVERVIEW**

The City of Newark Delaware Police Department is requesting proposals from qualified service providers to provide complete administration of all extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable and collecting payments.

The Contractor will handle extra duty officer service requests, schedule approved officers, manage details for officers and complete all other administrative aspects of the program. Additionally, the Contractor will provide timely payment to the City. Contractor will provide the administrative services for management of the program, invoices to customers and regular reports to be used by the City of Newark for analysis of extra duties provided by Police Officers.

**B. MINIMUM VENDOR AND PROPOSAL QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below within their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and rejected.

The written proposal shall, at a minimum, include the following information in order to be eligible for this contract:

1. The vendor/offeror's name and contact person, together with the address, telephone number, and email address of the office from which the services will be provided. Corporate office information shall also be provided, if applicable.
2. A brief history of the vendor/offeror (limit two pages), including organization structure, location of management, and evidence that the firm is authorized to do business in the State of Delaware.

3. A description or descriptions of successful experience in providing police extra-duty detail management services. The verifiable experience must include call center operation, associated extra-duty software management, billing, payroll & accounting, and around the clock access. For the purposes of the RFP, offerors must be able to verify primary police extra-duty detail management projects that have been provided for at least twenty (20) municipal police agencies.
4. Examples of at least three (3) comparable projects with similar scope in design and operation in progress or completed within the past eight five years.
5. Time frame in which deliverables of the project as defined within this RFP can be completed, including the approach to the project and any unusual problems anticipated.
6. The capacity and capability of the offeror to perform the work within the time limitations indicated.
7. A list of references the City may contact to assist in the evaluation of your past performance. For each reference listed, the information provided should consist of the following:
  - a. Name and mailing address of the governmental entity.
  - b. Name and telephone number of your contact person within said governmental entity.
8. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings or ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.
9. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one offeror/vendor to perform the required services to avoid conflict of interest and other similar occurrences.)
10. Fees or fee structure as may be appropriate for the designated service (SUBMITTED SEPARATELY as outlined on pages 10 and 11).

11. Availability of financial and operating resources as required to complete the work.
12. The ability of the firm to meet statutory or ordinance requirements.
13. Other items that may arise as a result of the proposal or interview process.
14. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide in response to RFP 21-04.

**C. GENERAL REQUEST FOR PROPOSAL INFORMATION**

1. Questions - All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to [contracts@newark.de.us](mailto:contracts@newark.de.us) by 5:00 p.m. on Friday, July 16 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of inquiries received.
2. Award - The City Manager's designee will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City shall have the full authority to award projects to the firm who, in the sole judgment of the City, best meets the specifications and conditions of this RFP. All proposals shall remain firm for ninety (90) calendar days after the opening of proposals.
3. Rejection of Proposals - The City reserves the right, at its sole discretion, to reject any or all proposals if deemed to be in the best interest of the City to do so. The City may also waive any irregularities, defects, informalities, technical defects, and/or clerical errors, as well as accept any portion or all items in a proposal, if deemed in the best interest of the City.
4. Multiple Contracts - The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services involved with each project.
5. Revisions to RFP/Addendum - In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms which received the initial RFP in the form of an addendum. Firms are responsible to confirm receipt of all addenda prior to proposal submittal.

6. Cancellation of RFP – The City of Newark reserves the right, at its sole discretion, to cancel this RFP in whole or in part prior to the execution of a contract.
7. Assignment – The firm shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
8. Acceptance of Proposal Content - The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.
9. Proposal Changes or Withdrawals - Any proposal may be withdrawn, modified, and/or resubmitted prior to the bid opening date by written request, signed in the same manner and by the same person who signed the proposal.
10. Termination of Contract - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
11. Accounting Records – Individual task orders will be negotiated based on the submitted “Basis for Fees.”
12. Ownership of Material - All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.
13. Compliance with Terms and Conditions of RFP – The successful proposer shall comply with all the specifications, terms, and conditions of this RFP, as outlined herein. Proposers are further required to complete/submit all information requested in this RFP.
14. Approval – In the event that City Council is required to approve the award of a contract based on this RFP, the selected Firm(s) may be required to attend the Council Meeting to address any questions. Costs for attendance shall be incorporated in the bid.
15. Advertisements - Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

16. EEO and Business Licenses - The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.
17. Non-collusion - The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.
18. Term of Contract – The length of the contract will be for two (2) years. By mutual consent of the contracted firm(s) and the City, the contract may be renewed or extended for additional one (1) year periods, not to exceed a total contract length of four (4) years. This option shall be exercised only if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable.
19. Time of Completion and Liquidated Damages - The City will work with the selected firm to establish an agreed upon time schedule for the completion of each task prior to issuance of individual purchase orders.
20. Amendment - This contract may be modified or amended if made in writing and signed by all parties. Any agreed upon additional items and/or services or other additions or modifications to this agreement, together with estimated prices current at the time of change where possible, shall be agreed to in writing.
21. Force Majeure Occurrence – Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a “force majeure occurrence” means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusual weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.
22. Severability - If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**D. SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein:

1. Contractor will provide complete administration of extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable, collecting payments, and completing weekly/monthly reports.
2. Contractor will provide the administration personnel to handle the administration of extra duty details. This administration includes, but is not limited to, handling all requests for service, scheduling details, invoicing and collection payment from customers, providing payment to City of Newark for payroll processing, prompt and timely remission to the City of all funds required to make payroll, and completing all necessary and associated reporting. Contractor must supply at least one primary and at least one secondary extra duty coordinator for engaging with customer over the phone. Contractor must field all incoming off-duty queries and requests from customers including providing a local or toll-free number for such. Customer inquiries for extra duty must be answered 24/7.
3. Contractor will provide a technology infrastructure which has the capability to perform the following tasks: communicating detail opportunities to officers, awarding detail opportunities, the ability for customers to submit detail requests online, input for the generation and documentation of invoices to Customers, and the collection and documentation of payments made to the Customers.
4. Contractor will provide management reports specifying hours worked by location, customer and officer by pre-specified time period.
5. Contractor will remit payment for details worked to the City of Newark upon the close of each and every pay period for all details worked during that period, regardless of when Contractor collects payment from Customers.
6. Contractor will administer the program in accordance with the City of Newark policies, the City of Newark Police Department policies, and collective bargaining agreements. This contract is in accordance with these policies and provides no substantive change in the manner in which extra duty details are distributed to officers.
7. Contractor must utilize detail scheduling and management infrastructure which will enable:
  - Officers to view open details and schedule details either from a laptop, tablet, desktop or mobile device.



- Reminder online outreaches to Officers regarding details they have signed up for.
  - Individual detailed-level check-in and check-out capture in an online, documented manner.
  - Extra duty detail reporting including but not limited to: calendar format scheduling details summarized by the time period, customer, Officer, or detail type.
8. On-site training and periodic refreshers on how to use the scheduling and management infrastructure must be provided to the officers as needed by NPD.
  9. Administrator access shall be granted to at least two (2) Newark Police Department staff officers, with the ability to create, cancel, or amend extra-duty details.
  10. Charges & Payments - For the management, services receivable financing and for police officers' service each week, the Contractor will charge the Customer a fee on top of the Newark Police Department extra-duty employment hourly rate, as a percentage of that hourly rate on all extra duty details. The rate may be increased, no more than annually upon mutual agreement between the Contractor and the City of Newark.

#### **E. EVALUATION CRITERIA**

A Selection Committee, as designated by the City Manager, will review and score proposals and make a recommendation to City Council. The City reserves the right to reject any/all proposals received and to award the contract to the offeror/bidder that the City believes will offer the best value for the scope of work. Decisions of the selection committee shall be final, subject only to the approval of the City of Newark's City Manager, Mayor, and City Council.

Proposals will be evaluated according to the following criteria with a maximum score of 100 points:

1. Reputation and experience of the firm in connection with services related to the scope of work.  
**Point Range: 0-30**

2. Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals.

**Point Range: 0-25**

3. Ease of use for PD employees, other City personnel, and Vendors.

**Point Range 0-15**

4. Time frame in which the deliverables of this project as defined within this RFP can be completed, including the approach to the project and any unusual problems anticipated.

**Point Range: 0-15**

5. Adaptability to existing City of Newark IT Infrastructure.

**Point Range: 0-15**

**Maximum Points: 100**

#### **F. PRESENTATIONS**

After the proposals are evaluated, the highest-ranked offerors may be required to prepare and deliver a presentation and demonstration to the evaluation committee at the City Municipal Building. The number of vendors selected to participate in the presentation stage is at the sole discretion of the evaluation committee.

The evaluation committee will then submit their final rankings for consideration.

#### **G. EVALUATION COMMITTEE**

The proposals will be evaluated by a Committee comprised of the following:

1. Chief Purchasing & Personnel Officer
2. Police Department Field Operations Division Commander
3. Police Department Special Enforcement Division Commander
4. Director of Finance or designee

#### **H. BASIS FOR FEES SUBMISSION**

In a separate envelope (see below) provide a “Basis for Fees” including sufficient detail, such as a current Fee Schedule, to provide the broad array of services anticipated in this solicitation. The Basis for Fees shall be broken down to separate Phase One and Phase

Two of the proposal. Fee-related information shall not be submitted within the actual proposal submitted.

**I. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED**

1. As a PDF file, send the RFP response proposal titled 'RFP 21-04 ADMINISTRATION OF OFF-DUTY POLICE DETAILS FOR NEWARK POLICE DEPARTMENT' to [contracts@newark.de.us](mailto:contracts@newark.de.us). Alternatively, in one sealed envelope, provide six (6) copies of the proposal marked 'RFP 21- 04 ADMINISTRATION OF OFF-DUTY POLICE DETAILS FOR NEWARK POLICE DEPARTMENT'.
2. In a separate and sealed envelope, provide three (3) copies of the firm's Fee Schedule marked 'BASIS FOR FEES: 'RFP 21-04 ADMINISTRATION OF OFF-DUTY POLICE DETAILS FOR NEWARK POLICE DEPARTMENT'.
3. Emailed PDFs and mailed items must be received by the Purchasing Division on or before 2:00 p.m. on Tuesday, August 3, 2021. Again, the email address PDFs of RFP 21-04 response proposals should be sent to is [contracts@newark.de.us](mailto:contracts@newark.de.us) and the mailing address sealed basis for fees documents (and, optionally, paper copies of RFP 21- responses) is:

City of Newark  
Purchasing Division  
220 South Main Street  
Newark, Delaware 19711

**J. BIDDER REQUIREMENTS**

1. Cyber Security Requirements
  - a. The awarded vendor shall, at a minimum, comply with all applicable security-related federal, state, and local laws.
  - b. In general, the term "data breach" shall mean a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the City of Newark that results in, or there is a reasonable basis to conclude results in:
    - i. The unauthorized acquisition of personally identifiable information (PII), or
    - ii. Access to PII that is for an unauthorized purpose, or in excess of authorization.
  - c. The term "data breach" does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

- d. Personally identifiable information (PII) is defined herein as information or data, alone or in combination, that identifies or authenticates a particular individual. Such information or data may include (without limitation): name, date of birth, full address, phone numbers, passwords, PINs, federal or state tax information, biometric data, other unique identification numbers (driver's license numbers, SSNs, etc.), criminal history, citizenship status, medical information, financial information, usernames, answers to security questions, other personal identifiers, and/or information or data that meets the definition ascribed to the term "personal information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.
- e. In the event of a data breach, the vendor shall:
  - i. Notify the City of Newark without unreasonable delay. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
  - ii. Take all reasonable and necessary means to mitigate any injury or damage that may arise out of the data breach and shall implement corrective action as determined appropriate by the City. In the event of an emergency, the awarded vendor may take reasonable corrective action to address the emergency prior to City approval (the corrective action will not be considered final until approved by the City, however).
  - iii. Provide the City a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than three (3) business days following notice of the breach.
  - iv. Meet and confer with appropriate City representatives regarding required remedial action in relation to any such data breach without unreasonable delay.
  - v. Reimburse the City for all costs and damages as a result of the data breach, including all costs associated with the investigation, response, and recovery from the data breach.
- f. Notwithstanding any other provision of this contract, there shall be no monetary limitation of the awarded vendor's liability for the vendor's data breach that results in any unauthorized public dissemination of PII.

## 2. Liability Insurance and Indemnification

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.

- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident  
\$500,000 Per Illness, Employee  
\$500,000 Per Illness, Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$2,000,000 Annual Aggregate Limit  
\$2,000,000 Products-Completed Operations Limit  
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. Contractors unable to meet federal, state, and local personally identifiable information (PII) encryption requirements shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number

of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required**; if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

<b>Number of PII records housed by Contractor</b>	<b>Level of cyber liability insurance required (occurrence = data breach)</b>
1 - 2,500	\$1,000,000 per occurrence
2,501 – 10,000	\$2,000,000 per occurrence
10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s). The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.
3. The firm shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.
4. Further, the firm recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this request for proposal must be strictly addressed by the firm with the submittal of its proposal.
5. The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City of Newark liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.
6. A condition of qualification for all firms responding to the RFP is a valid Certificate of Authorization from the Delaware Association of Professional Engineers.
7. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to

sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.